

MARGARET DONNELLAN TODD
COUNTY LIBRARIAN

September 5, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**GROUND MAINTENANCE AGREEMENT
WITH THE CITY OF LA VERNE
(FIFTH DISTRICT) (3-VOTE MATTER)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Mayor to sign a five-year agreement for grounds maintenance services with the City of La Verne for the La Verne Library, at a cost of \$3,000 per year for a total cost of \$15,000 over the term of the Agreement, to be effective October 15, 2006 through October 14, 2011.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Los Angeles County Charter, Section 56-1/4 authorizes the Board of Supervisors to contract with a city to perform duties and functions for the County. The City of La Verne has been providing grounds maintenance services for the La Verne Library located at, 3460 D Street, La Verne, CA since 1985 and has agreed to hold the same price over the new five-year contract term. The County is satisfied with the services currently provided and wishes to continue the relationship with the City. The existing Agreement expires October 14, 2006. The County benefits from the services provided by the City and recommends approval of the proposed agreement to continue these services.

Implementation of Strategic Plan Goals

Approval of the recommended award is consistent with the County's Strategic Plan in the areas of service excellence, fiscal integrity, and organizational effectiveness.

FISCAL IMPACT/FINANCING

Under the terms of the proposed Agreement, the City will provide grounds maintenance services for the Library at a cost of \$3,000 per year for a total cost of \$15,000 over a term of five (5) years. Extra repairs required due to vandalism, equipment replacement needed from wear and tear, or re-landscaping of the property, will be billed at additional cost based on time and materials.

The annual service period under the new agreement will be October 15 through October 14, and the City will invoice the County on an annual basis. In the event the City is prevented from performing the grounds maintenance services for the Library, the City shall return to the County the pro-rata portion of any annual payment prepaid by the County.

Either party shall have the right to cancel this Agreement at any time upon giving 30 days prior written notice. In the event of such cancellation, the City shall return to the County the pro-rata portion of each annual payment prepaid by County.

The contract rate is comparable to outside private contractors based on the Public Library's experience in this area. The cost for this Agreement will be paid from existing funds included in the Department's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current Agreement with the City of La Verne expires October 14, 2006. The new Agreement will take effect on October 15, 2006.

This Agreement is authorized under the provisions of Section 56-1/4 of the Charter of the County of Los Angeles and Title 1, Division 7, Chapter 5, (Sections 6500 et seq.) of the Government Code.

The Agreement was reviewed and approved by County Counsel.

The standard County contract provisions for services from the private sector are not applicable to a contract for services provided by a City.

CONTRACTING PROCESS

Since this is an intergovernmental agreement, no competitive procurement is required.

IMPACT ON CURRENT SERVICES

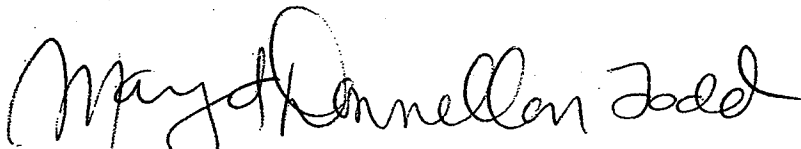
Approval of this agreement will assure continuation of current grounds maintenance services by the City, without interruption.

CONCLUSION

The grounds maintenance services provided under the recommended agreement are essential to Public Library operations at the La Verne Library.

Please return a conformed copy of the adopted Board Letter and the Agreement to the Public Library, and one copy to Office of the County Counsel, Attention: David Beaudet, 500 W. Temple St., Rm. 602, Los Angeles, CA 90012. In addition, please return two fully conformed copies of the agreement with original signatures to the Public Library.

Respectfully submitted,



Margaret Donnellan Todd
County Librarian

MDT:DF:RG:TVF:jm

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Attachments

c: Chief Administrative Office
County Counsel
Executive Office, Board of Supervisors
Auditor-Controller

GROUNDS MAINTENANCE AGREEMENT

Between the

COUNTY OF LOS ANGELES, CALIFORNIA

and the

CITY OF LA VERNE, CALIFORNIA

WITNESSETH

This agreement entered into this _____ day of _____ 2006 by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY," and the CITY OF LA VERNE, hereinafter referred to as "CITY".

WHEREAS, COUNTY is desirous of contracting with CITY for the maintenance of the grounds of the County Library building located at 3640 D Street, La Verne, and

WHEREAS, CITY is agreeable to performing such functions on the terms and conditions hereinafter set forth; and

WHEREAS, this agreement is authorized and provided for by the provisions of Section 56-1/4 of the Charter of the County of Los Angeles; and Title 1, Division 7, Chapter 5, (Sections 6500 et. Seq.) of the Government Code.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein below, it is mutually agreed by the parties hereto as follows:

1. In consideration for maintenance and services, COUNTY agrees to pay to CITY the total sum of fifteen thousand dollars (\$15,000.00). Payments shall be paid on demand in the following manner:

October 15, 2006	\$3,000.00
October 15, 2007	\$3,000.00
October 15, 2008	\$3,000.00
October 15, 2009	\$3,000.00
October 15, 2010	\$3,000.00

2. This agreement shall be for a five (5) year term commencing on October 15, 2006, and terminating on October 14, 2011.
3. CITY shall maintain in a good and workmanlike manner the grounds of the County building located at the above-listed location, in accordance with

Attachment A, said maintenance to consist of mowing and edging turf areas, pruning of shrubs, cultivation of flower beds, application of water, vandalism repair, furnishing and applying insecticides and fertilizer, trimming and care of trees, sweeping of the entrances and parking lots, and service to the irrigation system; provided, however, CITY is not prevented from performing said work by reason of renovation, construction, or other improvement work.

4. In the event that CITY is prevented from performing the grounds maintenance services for the Library, CITY shall return to COUNTY the pro-rata portion of each annual payment prepaid by the County with such proration computed on the basis of a 365 day year any annual payment prepaid by the COUNTY.
5. For the purpose of performing said grounds maintenance, CITY shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the grounds at a level of appearance comparable to City of La Verne facilities. Such maintenance shall include the renovation and seeding of lawn areas at least once during the year, if necessary, and maintenance of the sprinkler control system including sprinkler heads and risers.
6. CITY shall have the option to sub-contract for the grounds maintenance of the area, with prior consent of COUNTY and, as long as the grounds are maintained in accordance with paragraphs 3 and 5 of this Agreement.
7. COUNTY may replace, at its discretion, all plants, shrubs, and trees upon notification of such need from CITY. Except as necessary to complete the obligations set forth in paragraphs 3 and 5. CITY shall not alter the landscape in consent of the County.
8. COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any CITY personnel performing services hereunder for COUNTY.
9. CITY shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CITY's acts and/or omissions arising from and/or relating to this Agreement. In the event the CITY should sub-contract all or any part of this grounds maintenance service, the CITY also shall require the sub-contractor to indemnify, defend and hold harmless COUNTY.
10. CITY shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed at the request of or on behalf of the CITY. Throughout the term of this agreement, CITY shall maintain general liability insurance with

11. Either party shall have the right to cancel this Agreement at any time upon giving 30 days' prior written notice. In the event of such cancellation, the City shall return to COUNTY the pro-rata portion of each annual payment prepaid by COUNTY with such proration computed on the basis of a 365 day year.
12. This Agreement shall not be valid and does not impose any obligation upon COUNTY unless and until funds are appropriated by COUNTY for the purposes set forth herein and CITY shall have no obligation under this Agreement if such funds are not appropriated.

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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed upon the day and year first above written.

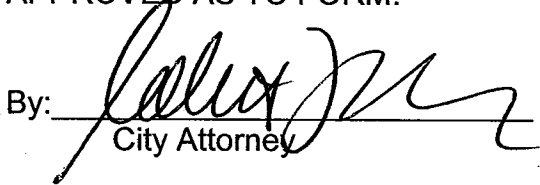
ATTEST:

CITY OF LA VERNE:

By: 
City Clerk: Evelyn Clark

By: 
Mayor: Jon Blickenstaff

APPROVED AS TO FORM:

By: 
City Attorney

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

COUNTY OF LOS ANGELES


By: _____

By: _____
Mayor, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.

County Counsel

By: 
David Beaudet
Deputy County Counsel

LIBRARY MAINTENANCE SPECIFICATIONS

Litter and Debris Removal/Clean-up/Weeding: All trash, debris, dead plant materials and weeds shall be removed weekly. Special attention shall be given to the entries, courtyard and the parking lot. The entryway to the library will be vacuum-cleaned daily and the lot will be swept weekly. All areas shall be maintained weed-free and litter-free. Paved and hardscape areas shall be cleaned weekly.

Mowing and Edging: All turf areas are to be mowed as often as necessary to maintain a consistent turf height of 2 inches. In normal circumstances the grass clippings need not be removed, but, when an excessive amount of cut grass is present, removal may be requested by the Director of Community Services.

Selective Pruning and Care of Shrubbery and Plants: All shrubs shall be selectively pruned as to maintain their natural form. Dead branches and foliage shall be removed, as thinning cuts only. Shrubs shall be pruned at least once per year or as needed to prevent sidewalk, street and sign obstruction. Plants and other shrubs will be added or replaced as necessary to maintain an appearance similar to other City facilities. This includes planting and care of the planter located at the east entrance.

Tree Trimming: Trees shall be trimmed to maintain sight visibility for pedestrian or vehicular traffic. Canopies shall be maintained at a height of eight (8') feet over sidewalks. Tree maintenance of trees located on the county grounds is included and will follow the trimming cycles and standards in the City's Tree Management Program. Storm damage repair, replacement or addition of trees is not included in this contract.

Groundcover Trimming: Groundcovers shall be pruned using pruning shears to create a "soft" line. Groundcovers are prohibited to grow past the "face" of the curb or more than three (3") inches onto sidewalks. Growth onto other shrubs, trees, walls, or other structures is not permitted.

Weed Control: All landscape and non-landscaped areas shall be kept weed-free at all times. The term "weeds" applies to any undesirable vegetation growing within the right-of-way including cracks between the gutter and asphalt as well as the cracks in adjacent sidewalks. Chemical control by using herbicides and pre-emergent materials is permitted with proper County notification.

Irrigation: Consistent maintenance of all areas for proper moisture levels based on the turf and /or plants needs at different times of the year. All irrigation shall be performed to insure plant health and vigor. The entire irrigation system, including the planters and all components from the point of connection at the meters to the sprinklers, shall be maintained in an operational state at all times. Repair of this equipment is included in this contract. Repairs to the water mainlines feeding the meter, major irrigation

Attachment A

renovations and repair/replacement of the sprinkler controller will be billed as extra work.

Fertilizer: A balanced fertilizer will be applied to all turf areas, five (5) times annually. Each application will provide one pound of active Nitrogen for each 1,000 square feet of grass area. Applications shall occur in accordance with the City's program. Planters will receive three (3) applications of Gro-power (or equivalent) brand fertilizer at manufacturer's recommended rates (6-10-4). Applications shall occur in accordance with City's program.

Insect, Disease and Rodent Control: The control of insects, plant diseases, and/or rodents is included.